

AGREEMENT

It is hereby agreed by and between the New Britain Board of Education (hereinafter referred to as the "Board") and Anthony Gasper, Ed.D. (hereinafter referred to as the "Superintendent" or "Dr. Gasper"), that the Board does hereby employ Dr. Gasper as Superintendent of Schools, in accordance with its original action on July 1, 2022 and subsequent action on November 6, 2023, subject to and in accordance with the provisions of Conn. Gen. Stat. § 10-157, and that Dr. Gasper hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

Prior to commencing work under this Agreement, and at all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools. Failure to provide said certificate shall make this Agreement null and void.

Should any such certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. Duties

The Superintendent shall serve as the chief executive officer of the Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent has the general authority to act at his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. The Superintendent advises the Board on policies and plans that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or his designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to his own employment are under consideration. The Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Term of Agreement

The term of said employment is from July 1, 2023 through June 30, 2026. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

A. The Superintendent shall remind the Board of Education of the end date of this Agreement every year.

B. Prior to June 30, 2026, the Board of Education may vote regarding whether the Board wishes to extend the term of this Agreement beyond June 30, 2026. No later than January 1, 2026, the Superintendent shall notify the Board regarding the provisions of this contract clause.

C. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 11 entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

4. Work Year

The work year for the Superintendent shall be twelve months. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

5. Compensation

A. The base salary for the Superintendent for the 2023-2024 fiscal year shall be the sum of the following:

1. a cash component of two hundred eleven thousand six hundred fifty dollars (\$211,650) payable in biweekly installments, which sum shall be pro-rated for a partial year of service as Superintendent, and subject to required deductions for the State Teachers' Retirement Fund, applicable United States Withholding Tax, applicable State or Connecticut Withholding Tax, and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits; and
2. an additional sum of seven thousand five hundred dollars (\$7,500) for said year, to be paid through payroll in biweekly instalments, in recognition of the Superintendent's doctorate degree; and
3. an additional sum of fifteen thousand dollars (\$15,000) for said year, to be paid through payroll in biweekly installments, as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, including the catch-up limit or Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice from the Board's list of approved 403(b) vendors pursuant to the Boards' 403(b) plan available to the Boards' employees generally in

accordance with IRC Section 403(b), as amended. which sum shall be pro-rated for a partial year of service as Superintendent; and

4. an additional sum of fifteen thousand dollars (\$15,000) for said year, to be paid through payroll in biweekly installments, as to which amount the Superintendent will arrange to have an annual deferral deducted from his salary on a pre-tax basis pursuant to a legally binding salary reduction agreement as permitted under Section 457 of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed to a Section 457 Plan or the Board that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service.

B. The cash component set forth in Section 5(A)(1) above shall increase by two and one quarter percent (2.25%) in the 2024-25 contract year and by two- and one-half percent (2.5%) in the 2025-26 contract year. The amounts set forth in Section 5(A)(2) through (4) shall remain constant for the duration of this Agreement

C. The annualized base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Superintendent.

D. For the purposes of reporting the Superintendent's salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the Superintendent's annual salary equal to the sum specified in Sections 5(A)(1) through (4) above.

E. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

6. Benefits

A. Pro-ration of Benefits: The number of sick days vacation days and other leave days shall be pro-rated for any partial years of service as Superintendent.

- a) Sick Leave: The Board of Education shall provide the Superintendent with fifteen (15) sick days per fiscal year for personal illness of the Superintendent. Such sick days shall be credited to the Superintendent at the beginning of each contract year. In addition to the annual allotment, the Board will provide the Superintendent with a bank of sixty (60) days of sick leave at the beginning of his employment. Sick day shall be cumulative to a maximum of two hundred twenty (220) days. There shall be no payout of unused sick leave either during the Superintendent's employment or upon separation from employment, except as otherwise noted in the Retention

Bonus provision below.

Retention Bonus: In recognition of the benefit to the New Britain Public Schools of continuity in the position of Superintendent, should the Superintendent be employed in good standing by the New Britain Public Schools on July 1, 2029, the Board shall pay to the Superintendent, upon his separation or retirement from the District, a one-time lump sum payment equal to a maximum of 30% of his accumulated sick leave, provided that in no event shall such payment to the Superintendent exceed two times the maximum 457 contribution limit allowable under Section 457(e)(15) of the Internal Revenue Code (“Code”) that is in effect for the 2029 calendar year (for illustrative purposes only, such maximum dollar amount in 2024 is \$46,000). For purposes of this payout, only sick days accrued per fiscal year on and after July 1, 2022, to a maximum of one hundred sixty (160) days, shall be used to determine the one-time lump sum payment. The payment to the Superintendent of the Retention Bonus provided for herein shall meet the requirements of Section 457(f)(4) of the Code as a benefit payable under an “employment retention plan” of the New Britain Public Schools, which plan is within the meaning of Section 457(f)(4)(D)) of the Code, and which plan is intended to be exempt, pursuant to Section 457(f)(4)(B)(ii) of the Code, from the requirements of Section 457(f)(1) and 409A of the Code.

The Superintendent shall have the following paid holidays:

New Year’s Day	Columbus Day
Martin Luther King Day	Veteran’s Day
President’s Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Juneteenth	Christmas Day
Independence Day	Nextregular work day after Christmas
Labor Day	

This list of holidays is subject to change if the Board of Education modifies the paid holidays afforded to other employees.

B. Personal Days: The Board shall provide the Superintendent annually with five (5) personal business days to be used at his discretion for pressing personal business that cannot be conducted outside of business hours. Personal days are not cumulative and may not be carried over from year to year.

C. Vacation: The Board shall provide the Superintendent with twenty-five (25) vacation days annually with such days to be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to five (5) days, provided that the Superintendent may not accumulate more than ten (10) days in

addition to the annual vacation entitlement. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of this Agreement the Superintendent will be paid for unused vacation days at the daily rate of 1/220th of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.

D. Health and Dental insurance Benefits: The Superintendent shall have the right to enroll himself, his spouse, and his eligible dependents in the health and dental insurance plans provided to the district's certified administrators. The Superintendent shall pay, through payroll deduction, the following percentages:

July 1, 2023 – June 30, 2024	23.0%
July 1, 2024 – June 30, 2025	23.0%
July 1, 2025-June 30, 2026	24.0%

E. Life Insurance: The Board shall provide term life insurance for the Superintendent in the amount of two and one-half times (2 ½) the cash component of the Superintendent's base salary, as set forth in Section 5(A)(l) and as modified by Section 5(B). The Board shall pay the premium for a long-term disability insurance policy for the Superintendent to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement after a 180-day qualifying period as may be provided for and in accordance with any such policy as may be obtained by the Superintendent.

7. Retiree Benefits

A. Life Insurance

Upon retirement, a member may retain the above life insurance coverage by payment to the Board of the group rate premium.

Within the age limitations, health limitations, and dollar amount limitations provided by the Board's group life insurance carrier, the Superintendent, at the time of retirement, in accordance with the Connecticut General Statutes, may elect to purchase post-employment life insurance coverage from the Board's life insurance carrier. Under no circumstances shall failure by the Board of Education's group life insurance carrier to provide or extend coverage under this Article cause the Board of Education to assume any insurance obligation.

B. Retiree Health Insurance

(i) Eligibility

- (1) Must be in active employment as the full time Superintendent in the New Britain Public Schools for three (3) or more years.
- (2) Must be eligible to receive a normal/early retirement benefit pursuant to the Connecticut Teachers Retirement System (Conn. Gen. Stat. § 10-183f et seq.).

(ii) Benefits

Once the Superintendent is deemed eligible to participate under this plan, he will be eligible to participate in the current health insurance programs listed under Section 6(D) above. Once the Superintendent meets the requirements of this benefit outlined above, eighty percent (80%) of the cost of health insurance will be paid for by the Board for a period of two (2) years after the effective date of the Superintendent's retirement. The Superintendent may cover his eligible dependents under this provision. The Board will pay eighty percent (80%) of the cost of health insurance, up to a maximum of fifteen thousand dollars (\$15,000) per year, for the cost of the Superintendent's benefits for three (3) additional years, but not past age 65.

- C. Upon the Superintendent's death, his enrolled dependents may continue to receive the above-described medical insurance coverage in accordance with COBRA.

B. Insurance Benefits: General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.

C. Transportation: The Board agrees to provide the Superintendent with an annual payment in the amount of five thousand dollars (\$5,000.00), payable in two semi-annual installments, as reimbursement for business-related travel expenses incurred in the performance of his duties under this Agreement.

D. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties

E. The Superintendent shall be provided and/or reimbursed for a cell phone, laptop computer, and any other required items for the management of the Superintendent's Office.

F. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public-School Superintendents, the American Association of School Administrators and the Regional Area Superintendents'

Association. In addition, the Board shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.

8. Evaluation Format

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The format of the written evaluation will be mutually agreeable to the Superintendent and the Board.

9. Evaluation

The Board shall set annual goals for the Superintendent by July of each year. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

10. Professional Meetings

The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Subject to budgeted appropriations and advance approval of the Board, the Superintendent may attend professional meetings, seminars, and conferences related to the performance of his duties as Superintendent, with the expenses to be paid by the Board. The Board's expenses under this provision shall not exceed seven thousand five hundred dollars (\$7,500.00) per fiscal year.

11. Outside Professional Activities

The Superintendent may undertake, with prior approval of the Board, consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent.

12. Termination of Agreement

A. The parties may, by mutual consent, terminate this Agreement at any time.

B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

C. The Board may terminate this Agreement during its term for one or more of the following reasons:

1. Inefficiency or incompetence;
2. Insubordination against reasonable rules of the Board of Education;
3. Moral misconduct;
4. Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence;
5. Other due and sufficient cause.

D. In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which shall be held within thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) days of the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. Such hearing may be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to his own counsel at his own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

E. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

F. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave, vacation and insurance benefits provided in this Agreement.

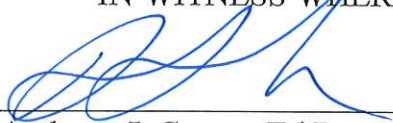
13. General Provisions

A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

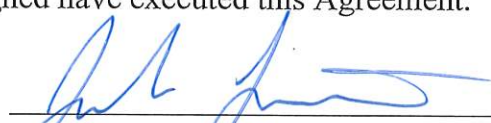
B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.

C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.



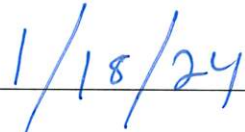
Anthony J. Gasper, Ed.D.
Superintendent of Schools



Joseph Listro
New Britain Board of Education
Chairperson



Date



Date

